

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 43

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF
FAIRFIELD AND NV5 FOR ENGINEERING DESIGN SERVICES FOR THE MIDTOWN
SEWER MAIN REPLACEMENT PROJECT**

WHEREAS, the City's aging sewer infrastructure in the area south of Travis Boulevard, north of W. Texas Street, west of N. Texas Street, and east of Beck Avenue and I-80 (Midtown) is nearing the end of its service life; and

WHEREAS, the City would like to begin replacing the infrastructure in the Midtown area; and

WHEREAS, the City solicited qualifications for design services to replace the infrastructure in the Midtown area and NV5 was deemed the firm most qualified to perform quality design services at a fair and reasonable price.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement for consulting services with NV5 for the Midtown Sewer Main Replacement Project, for an amount not to exceed four hundred seventeen thousand, nine hundred eighty dollars and zero cents (\$417,980.00).

Section 2. The Public Works Director is hereby authorized to execute and administer amendments in an amount not to exceed \$41,980.

PASSED AND ADOPTED this 16th day of February 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

NONE

ABSENT: COUNCILMEMBERS:

NONE

ABSTAIN: COUNCILMEMBERS:

Nancy T. Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

AGREEMENT FOR CONSULTING SERVICES

Midtown Sewer Main Replacement Project

THIS AGREEMENT, made and entered into as of February 18, 2016, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and NV5 Holdings, Inc., hereinafter referred to as "CONSULTANT."

RECITALS

- A. CITY desires to contract for certain consulting work necessary for the construction of the Midtown Sewer Main Replacement Project, and for the purposes of this Agreement shall be called "PROJECT," and,

- B. CONSULTANT is willing and qualified to undertake said consulting work; NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

AGREEMENT

I. DUTIES OF CONSULTANT

The CONSULTANT shall provide professional consulting services required for design and construction of the PROJECT as detailed in Exhibit "A" and as follows (collectively, "Consultant Services"):

- A. Project Coordination. The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager (William Miller) or any other as designated by the City Engineer.

II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.

- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Provide soils reports if necessary.
- D. Provide for all necessary environmental clearances.
- E. Reproduce and distribute bid documents, advertise the project for bidding purposes, maintain a plan holders list, and distribute addenda.
- F. Provide construction management services as required.
- G. Provide construction inspection and red-lined drawings from which CONSULTANT shall prepare "Record Drawings".
- H. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.

C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.

D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or

counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.

I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God: or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

A. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount in accordance with the fee proposal attached as Exhibit "B":

1. For those services described in Section I compensation shall be on a time and material basis with a maximum fee not to exceed FOUR HUNDRED SEVENTEEN THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$417,980).

B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders

after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "C". No extra work will be compensated for unless required by CITY in writing.

C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "A" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

- I. Consultant's Services shall be completed in a timely manner consistent with sound professional practices and in conformance with the approved PROJECT schedule. Year 1 Bid Set Documents shall be completed by December 29, 2016.

VI. PROJECT MANAGER

- A. CONSULTANT designates Victor Alaniz as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- B. Personally direct all work essential to the PROJECT.

- C. Sign all letters and instruments as requested by, and on behalf of, CITY.
- D. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

A. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT. Said compensation will be determined in accordance with Section IV. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages

relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the negligent acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

A. During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

B. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.

C. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said

insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

D. Automobile Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

E. Certificates of Insurance. CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

F. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

A. All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially

completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

A. This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

A. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS

A. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

1. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, non-profit corporation or other form of organization.
2. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
3. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

B. Legal Action.

1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to

recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

C. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

D. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

E. Time. Time is of the essence in the performance of this Agreement.

F. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

G. Notices

1. Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or

permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

2. To CITY: City of Fairfield
Public Works Department
Attn: William Miller
1000 Webster Street
Fairfield, CA 94533

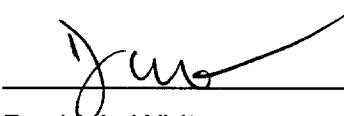
3. To CONSULTANT: NV5 Holdings, Inc.
Attn: Victor Alaniz
2525 Natomas Park Drive, Suite 300
Sacramento, CA 95833

4. A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
February 18, 2016.

CITY OF FAIRFIELD
a municipal corporation (CITY)



David A. White *621*
City Manager

By 

NV5 Holdings, Inc.
2525 Natomas Park Drive, Suite 300
Sacramento, CA 95834

EXHIBIT "A"

CITY OF FAIRFIELD PROFESSIONAL CONSULTANT SERVICES FOR MIDTOWN SEWER MAIN REPLACEMENT PROJECT

SCOPE OF SERVICES August 26, 2015

The City of Fairfield (City) has retained NV5, Inc (Consultant) to provide professional engineering services required for the design and construction of the Midtown Sewer Main Replacement Project. The scope of services includes the following tasks to ensure delivery of a comprehensive Preliminary Design Report (PDR) for the Midtown Sewer Main Replacement Project as well as bid documents, bid period services, and construction support for the Year 1 area:

- Task 1 – Project Management
- Task 2 – Field Topographic Survey, Mapping and Potholing
- Task 3 – Geotechnical Investigation
- Task 4 – Utility Coordination
- Task 5 – Sewer Main Condition Assessment
- Task 6 – Replacement Alternatives Development/Evaluation
- Task 7 – Preliminary Design Report
- Task 8 – Funding Assistance
- Task 9 – Bid Documents - Year 1
- Task 10 – Bid Period Services - Year 1
- Task 11 – Construction Support Services - Year 1

These tasks are outlined below. Key assumptions include the following:

- Any additional CCTV inspection required will be coordinated with the City.
- Topographic survey and mapping for the entire Project area
- Access to private property will be coordinated by City
- Geotechnical investigation for the entire Project area
- Complete 35% Design Level (PDR) for entire Project area
- Only the 4" and 6" sewer mains will be upsized to 8" minimum
- Existing 8" and 10" will not be upsized but replaced with same size when possible
- Bid documents, bid period services and construction support services only for the proposed Year 1 area

TASK 1 – PROJECT MANAGEMENT

We propose to keep the City staff informed of the project by providing the following project management sub-tasks.

Task 1.1 – Project Administration

Project administration includes supervision and scheduling of project staff, project coordination, liaison with the client and permitting agencies, monitoring of budget, corresponding with City staff and other interested parties, and preparation of monthly status reports.

Task 1.2 – Project Meetings and Workshops

Attendance at City Council meetings are not anticipated. Other meetings are planned at the following stages of the project:

- Project kickoff meeting to acquaint all project participants with the scope, approach, goals, and schedule. This meeting will include a site visit.
- Alternatives Implementation Workshop
- Draft PDR City Staff Review Comments Meeting
- 75 % Design Year 1 – City Staff Review Comments Meeting
- 100% Design Year 1 – City Staff Review Comments Meeting
- Two additional meetings as required

Task 1.3 –Peer Review

Quality assurance and quality control will be accomplished through peer review by senior design staff including the Principal in Charge.

Task 1.4 – Public Outreach

We understand the project is located in a residential area and our experience tells us the importance to provide timely and accurate information on the project to potentially impacted residents. We anticipate providing the City with communication and outreach support during design which includes preparing eye-pleasing, easy to read maps and exhibits to demonstrate rehabilitation alternatives, evaluation of alternatives, and the proposed recommended project to use for public presentations and meetings. Our services in this task include participation in one informational meeting coordinated by the City after the draft PDR. The results of the meeting will be incorporated into the final PDR so that the proper public outreach can be carried out during construction.

At the request of the City we can provide full coordination efforts for any neighborhood meetings. For this effort we can coordinate the meeting(s) near project site to inform neighbors of project(s) and learn concerns. Our typical scope for Neighborhood Meetings includes coordination efforts; draft, design, and printing of meeting invitation postcard (mail), door hanger (distribute), refreshments, sign-in sheets, poster, directional signage, message development (to assist project team to communicate with stakeholders), meeting setup and support, preparation of questions posed and answers.

TASK 2 – FIELD SURVEY, MAPPING, AND POTHOLING

Our survey staff will be providing the following tasks:

Task 2.1 –Field Survey and Mapping

The NV5 survey group will collect survey data as follows. The survey will be tied horizontally to the North America Datum of 1983 (NAD83) and vertically to the City of Fairfield Benchmark system, or NAVD88. Survey tasks will include setting of survey and aerial control, aerial surveys, and supplemental topographic surveys.

NV5 will provide aerial photogrammetry to collect topographic (planimetrics) data. The topographic data will be compiled into a basemap, at 1"=40' scale. Black and white orthophotos of the project limits will be provided for reference and use in the design.

Limits of this survey will be within the streets shown in yellow on the map titled ‘Exhibit A’ included in the original Requests for Proposals (RFP), from 5' behind back of walk to 5' behind back of walk, or from 5' behind back of curb to 5' behind back of curb, and will include observed utility evidence immediately adjacent to these limits. Data will include observed evidence of existing utilities found within these limits and will include storm and sewer manhole rim elevations, clean out lids, water valve covers , meter covers, boxes, and hydrants; gas valves and surface evidence of gas lines; traffic signal boxes, street lights and boxes, utility vaults, electrical poles, traffic sign posts, and observed surface evidence of electrical lines; cable TV boxes and observed surface evidence of lines, curb and gutter, and edges of sidewalks. Mechanical detection of existing underground utilities, other than what is included in Task 2.3 is specifically excluded from this task, but will be addressed during the negotiation process if necessary.

In addition to aerial photogrammetry, NV5 will provide supplemental field survey allowance and base mapping for the Year 1 area to collect additional information as needed that is below tree canopies and not visible in the aerial mapping, as well as collect rim and dip information on sewer manholes, cleanouts, storm drain manholes, drain inlet, and top of water valve covers.

Due to the uncertainty in the number of areas that may be limited by the aerial survey, we have budgeted a total of 5 days of field survey only for the Year 1 area with our 2-man crew to gather the supplemental survey and collect information from existing manholes, cleanouts, and valve covers which is not readily available from existing as-built drawings.

Task 2.2 –Topographic Mapping - Year 1

Once the topographic supplemental survey data has been gathered, NV5 will prepare a detailed topographic base map for the Year 1 area to be used in design and construction of this Year 1 replacement project.

Drawings will prepared in AutoCAD DWG 2010 format, and be capable of being plotted at a scale of 1"=40'.

Task 2.3 – Potholing - Year 1

Following the review of existing conditions, potholing may be required to augment available utility as-built information and verify potential conflicts with existing utilities. Exaro Technologies (potholing Contractor) will be contacted to perform potholing activities for up to 10 locations (identified by NV5) or up to 2 days for the Year 1 area. Potholing includes vacuum

excavation at the identified locations, followed by pothole restoration per City Standards. This task includes coordination with the Exaro Technologies. Exaro will notify USA in advance of potholing activities, obtain the necessary encroachment permit from the City, submit insurance certificates in conformance with City requirements, and provide traffic control as required. The results of the potholing activities will be incorporated into the bid documents.

TASK 3 – GEOTECHNICAL RECONNAISSANCE

Geocon Consultants will provide value engineering and site specific design recommendations to help reduce construction costs for the project. The purpose of their services will be to evaluate geotechnical engineering and geologic information pertaining to the Midtown Sewer Main Replacement Project and prepare a preliminary report to help evaluate geotechnical and geologic issues that may impact the project and rehabilitation alternatives.

Task 3.1 – Field Investigation and Report

Geocon Consultants, Inc. (Geocon), under contract with NV5, will perform a geotechnical investigation to characterize soils conditions along existing sewer main alignments in the Midtown area of the City. The investigation will be performed to supplement the preliminary design of the Midtown Sewer Main Replacement Project. The study will include a field exploration program, laboratory testing and engineering analysis. The results of the study will be compiled and presented in a formal report. To complete the study discussed above, the following will be performed:

Permitting

It is assumed that City of Fairfield encroachment permits (no fee) will be required for the soil borings. Geocon will obtain the required encroachment permits. Based on the anticipated depth of exploration, a Solano County soil boring permit should not be required.

USA Clearances

The exploration locations will be marked in the field and cleared through Underground Service Alert.

Field Exploration

Based on the limits of the project area, Geocon proposes to advance approximately 90 soil borings at approximate 750-foot intervals along the sewer main alignments. The borings will be situated either adjacent to the anticipated trench backfill zone for the existing sewer main or within the trench backfill zone for the same. The borings will be advanced to depths of approximately 8 feet or less by a C-57 licensed driller using a truck-mounted drill rig. The subsurface soil conditions encountered in each exploratory boring at the time of drilling will be classified and continuously logged; the thickness of existing pavement materials will be measured where practical. Relatively-undisturbed and bulk samples of soils encountered in the borings will be obtained and returned to our laboratory for further examination and testing. Upon completion, the borings will be backfilled with a mixture of lean concrete grout and soil cuttings. Our borings will be capped with asphalt cold patch or quick-set concrete dyed black. Based on prior experience with the City of Fairfield, Geocon is assuming that excess soil cuttings can be disposed at the City corporation yard – containerization of the cuttings and exportation to another receiving facility will not be required. The majority of the soil borings will be located within

local residential streets. As such, it is assumed that a detailed traffic control plan and dedicated traffic control crew will not be required for most of the field exploration program. However, a budget of two days of a two-man traffic control crew for the borings on Pennsylvania Avenue and North Texas Street; with basic traffic control signage will be provided for our borings in other streets.

Geotechnical Laboratory Testing

Geocon will perform laboratory tests on representative soil samples to evaluate pertinent physical properties for the purpose of characterizing the soils for the design of the sewer replacement project. Laboratory testing for in-situ dry density and moisture density, unconfined compressive strength, gradation analyses, and plasticity may be performed.

Engineering Analyses and Reporting

The results of the geotechnical investigation will be compiled into a formal report. A draft copy of the report will be submitted to the City for review, followed by three wet-signed and stamped originals and one electronic (pdf) copy. The report will include (but not be limited to) the following:

- Site plan showing the locations of the exploratory borings
- Logs of the exploratory borings including depth to groundwater (if encountered)
- Laboratory test results
- Anticipated excavation characteristics
- Suitability of onsite materials for use as backfill and import fill recommendations
- Utility trench excavation and backfill recommendations
- Pavement restoration recommendations

TASK 4 – UTILITY COORDINATION

Available background information provided by the City will be reviewed including: City utility maps of water, sanitary sewer, storm drain, and as-builts water, sewer, and storm drawing plans. We will contact local utility companies using the Utility Letter ‘A’ process to obtain information concerning existing underground and overhead utilities in the vicinity of the existing sewer main, including power, gas, drainage, water, sewer, telephone, internet, and cable TV. Utility “B” and “C” packages will subsequently be prepared during the preparation of the bid documents for the Year 1 area. The “B” letter package documenting utility locations will be submitted to the utility providers to verify correctness of plans. The “C” letter packages represent the final construction documents including any proposed utility relocations.

TASK 5 – SEWER MAIN CONDITION ASSESSMENT

It is essential to establish the existing condition of the existing sewer mains including laterals and manholes as part of a rehabilitation program for the Midtown Sewer Main Replacement Project. The replacement program is intended to:

- Protect the City’s infrastructure investment
- Avoid the consequences of failure

- Improve system reliability
- Reduce levels of inflow and infiltration
- Reduce the potential for sewer overflows

The condition assessment will consist of the following tasks:

Task 5.1 – Review CCTV Video Inspections

Review of CCTV videos will serve to document, verify, and inventory the existing collection system. Using National Association of Sewer Service Company (NASSCO) Pipeline Assessment and Certification Program (PACP) methods, Manhole Assessment and Certification Program (MACP) methods, and Lateral Assessment and Certification Program (LACP) methods, a robust data base will be created. Observations to be noted in the CCTV review will include: presence of cracks (circular, longitudinal, multiple), broken pipe, joints offset, joint separation, roots, grease, debris accumulation, infiltration, sag, and flow capacity. A condition criticality rating (1-5) will be established for each segment or reach following PACP guidelines. The condition criticality rating will represent a potential of failure (PoF) parameter to be used in subsequent asset management analyses and development of recommended repair/replacement priorities.

It is assumed in this task that the available CCTV data provided by the City for the existing sewer mains includes the corresponding defect coding for all sewer mains. Documentation of the defect coding for all the sewer mains is not included as part of this scope of services.

Task 5.2 – Manhole Inspections

It is assumed the available CCTV data provided by the City includes video of the existing manholes with the corresponding defect coding for all sewer mains and manholes. The CCTV data will be reviewed by our certified NASSCO PACP, MACP, and LACP engineers to document the necessary improvements at each manhole. If the currently available CCTV data does not include information about the manholes, we can coordinate with the City to ensure the data is obtained in a timely manner. This task does not include any additional CCTV analysis or physical inspections of the manholes.

Task 5.3 – Condition Assessment Summary

A summary document of the condition assessment of the existing sewer mains, manholes, and laterals infrastructure will be submitted to the City for review. The summary document will be prepared in tabular format that can be easily integrated into a GIS environment. Summary tables will include City – provided asset ID/component attribute and assessment condition scoring/ranking. The summary document will be reviewed with City staff prior to preparing replacement alternatives. The Draft summary document will be incorporated by reference into the Preliminary Design Report.

TASK 6 – REPLACEMENT ALTERNATIVES DEVELOPMENT/EVALUATION

Our preliminary engineering services will generate sufficient information to allow us to develop a number of replacement alternatives for analysis. We anticipate providing the City with a list of potential rehabilitation/ replacement alternatives including:

- Pipe bursting
- Sliplining
- Spot repaats
- Complete in-kind and in-place replacement

The alternatives will be selected based on how much improved reliability they provide to the City in relation to the existing condition. An evaluation of rehabilitation/replacement options will be undertaken including a review of unit capital costs, construction impacts, potential phasing, permitting requirements, contractor availability, risk, and schedule. The results of the evaluation will be captured in a TM and presented in a workshop with City staff. Based on feedback from the workshop, specific rehabilitation techniques will be identified for individual recommended sewer improvements.

The recommended alternative for each sewer main will be furthered described and designed in the final task.

TASK 7 – PRELIMINARY DESIGN REPORT (PDR)

Prior to engaging in full design, it is essential to document the information completed from the above tasks and prepare a PDR to document the recommended sewer main replacement alternative.

Task 7.1 – Permitting Feasibility Analysis

The permitting requirements for the recommended replacement alternatives will be addressed in this task. We anticipate reviewing existing easements by the City for existing sewer mains to identify if additional easement will be required to implement the recommended replacement. For purposes of this task, it is assumed that at a minimum, encroachment permits will be required in areas where the proposed construction encroaches into private property. For the most part, it is assumed most of the existing sewer mains and their proposed replacement will be in existing right-of-way and only encroachment permits are anticipated.

Task 7.2 – Sewer Line Rehabilitation Design Criteria

A desktop analysis will be conducted to determine the sewer mains are designed according to the City's current Engineering Standards. The existing sewer mains will not be upsized unless they are 4-inch or 6-inch. In that case, the existing 4-inch and 6-inch sewer mains will be upsized to 8-inch minimum to meet current City Engineering Standards. Specific information regarding the sewer main design as it relates to the depth of pipe, trenchless construction, or specific joint design will be discussed and presented in this task.

This information will be gathered and incorporated into the Preliminary Design Report.

Task 7.3 – CEQA Compliance

It is understood that City staff will handle all the environmental documentation for this Project. This task only includes coordination with the City to incorporate into the PDR any environmental requirements in relation to the overall Project.

Task 7.4 – Preliminary Design Report (PDR)

The Midtown Sewer Main Replacement Project PDR will incorporate the complete condition assessment, alternatives evaluations with detailed construction cost estimates and complete impacts/benefits analysis to make a sound recommendation to City on the final design implementation plan. At a minimum we intend to cover the following sections in the PDR:

- Introduction
 - Scope of Services
 - Project Team and Overview
 - Executive Summary
- Basis of Design
 - Sewer Main
 - Manholes
 - Laterals
- Alternative Evaluations
 - Alternatives Development
 - Alternatives Analysis
- Preliminary Design
 - Sewer Main Construction and Details
 - Sewer Main Details and Appurtenances
- Implementation
 - Phasing Plan
 - Opinion of Probable Construction Costs
 - Tentative List of Year 1 Project Final Design Drawings and Specifications
 - Regulatory Issues and Review
 - Schedule

We propose to submit six hard copies of the Draft PDR and one electronic copy in PDF format to the City for distribution, review, and comment. We will meet with the City staff to discuss the comments on the Draft PDR document and submit six hard copies of the Final Draft and one electronic copy in PDF format to the City for distribution. The Final PDR will be the basis for the preparation of the design documents for Year 1 project area.

TASK 8 – FUNDING ASSISTANCE

Consultant will assist the City in identifying appropriate funding programs for this project according to the following tasks:

Task 8.1 – Identify Funding Opportunities and Summarize Program Requirements for Financial Applications

The Consultant will summarize potential funding opportunities along with specific program requirements for financial application packages. The summary will be presented in a brief technical memorandum for City review. One meeting is anticipated with City staff to present the results of the summary and to brainstorm funding strategies. Required information for funding applications such as CEQA determinations, rate studies, site ownership data will also be discussed and a work plan for assembling this documentation formulated.

Task 8.2 – Coordinate with City and Prepare Project Description

Preparation of a project description is a critical step in the acquisition of funding. The project description should include the following elements: a) discussion of the rationale for the project; b) description of project components; c) summary of design criteria; d) discussion of project benefits; e) summary of probable construction costs; f) anticipated schedule; and g) likely CEQA determination. A draft description will be submitted to City staff and designated consultants for comment. Based on feedback received from the City, a final project description will be prepared for subsequent use in funding applications.

Task 8.3 – Prepare Pre-Application Documents to Ascertain Eligibility

To ascertain eligibility and likelihood of funding, pre-applications will be prepared for multiple agencies including State Water Resources Control Board (SWRCB) and USDA. The pre-application packages will include: a) completed forms and City-executed documentation required by the respective funding agencies; b) project description prepared under Task 2; and, 3) financial information furnished by the City. Upon submission of the pre-application packages, contact with the funding agencies will be initiated to determine status, to respond to questions, and to facilitate preliminary approvals. The level of effort budgeted for outreach to the funding agencies under this task is 32 labor hours. Depending on availability of funds, the City may receive invitations from the funding agencies to submit comprehensive financial application packages.

TASK 9 – BID DOCUMENTS

The PDR will be used as a basis to develop Bid Documents (plans, specifications, and engineering estimates) for the Midtown Sewer Main Replacement Project – Year 1. As indicated in the Project Approach, this proposal assumes that the Year 1 area will consist of the sewer main improvements northwest of the Fairfield Linear Park. This task includes all the activities necessary to provide the City with Bid Documents only for Year 1 and prepare/submit 75%, 100%, and final Bid Documents.

Task 9.1 - Prepare 75% Design Plans, Specifications, and Estimate

We will develop 75 % design plans that are in conformance with City of Fairfield Standard Specifications and Details, 2015. The plans will include the following disciplines and plan sheets:

General

- Title Sheet
- Abbreviations/Legend/Control Map
- Sheet Index Map
- General Construction Notes
- City of Fairfield Standard Details (3 sheets total)

Civil

- Plan and Profile Sheets (25 sheets total at 1" = 40' scale)
- Traffic Control Plan and Details Sheets (8 sheets total)

The City will provide a copy of the City's standard title block and CAD standards to follow on this project. All plans will be prepared in a format compatible with AutoCAD DWG 2010. The 75% design specifications will be created using the City's Standard Special Provisions that we will update to meet the needs of the Year 1 project area. We will develop and incorporate the technical specifications required for this project. The specifications will be completed using the 2012 Construction Specifications Institute (CSI) format and ready to be incorporated into a standard City Bid Package. The entire package will include applicable Standard Details (yellow section) and Specific Provisions (green section).

We will develop the 75% engineer's estimate with specific detail and coordinated with City staff to identify the appropriate bid items. The quantities and descriptions for the engineer's estimate will coincide with the bid items used in the project bid form.

Utility "B" letters will be sent to the applicable utilities for comment and review. The deliverable will include a request for confirmation of existing utilities as depicted to ensure the project identifies the potential utility conflicts and mitigations.

*Deliverable 75% Design Submittal (plans, specs, and estimate) – 6 hard copies and 1 PDF copy
Utility "B" Letters TM Summarizing Sustainability Features*

Task 9.2 - Prepare 100% Design Plans, Specifications, and Estimate

We will compile comments from City staff during the 75% Design Review Comments Meeting. All City comments will get incorporated into a standard comment/response Decision Log. This log will be submitted to the City with the 100% Design Submittal.

The 100% Design Plans, Specifications and Estimate will incorporate all City comments.

*Deliverables: 100% Design Submittal (plans, specs, and estimate) – 6 hard copies and 1 PDF copy
75% Design Comments/Response Decision Log*

Task 9.3 - Prepare Final Design Plans, Specifications, and Estimate

We will compile comments from City staff during the 100% Design Review Comments Meeting. All City comments will be incorporated into a standard comment/response Decision Log. This log will be submitted to the City with the Final Design Submittal.

The Final Design Plans, Specifications and Estimate will incorporate all City comments.

*Deliverables: Signed Final Design Submittal (plans, specs, and estimate) - 1 hard copy (mylar),
1 PDF copy, and one CD with electronic copies of plans (AutoCAD DWG 2010),
specifications (Microsoft Word 2010), and estimate (Microsoft Excel 2010)
100% Design Comments/Response Decision Log
Utility "C" Letters to applicable utilities*

TASK 10 – BID PERIOD SERVICES – YEAR 1 PROJECT AREA

The City will make the bid documents for the Year 1 project area available to the prospective bidders. As part of the Bid Period Services we will assist the City with the following tasks:

Task 10.1 – Attend Pre-Bid Meeting

The City will organize and coordinate the mandatory pre-bid meeting date and time. Our project manager and design team lead will attend the mandatory pre-bid meeting and be available to respond any questions regarding the design intent of the Bid Documents.

Task 10.2: Assistance with Addenda

Questions posed during the bid period regarding the design intent of the bid documents may require additional detail and clarification. The additional detail and clarifications are generally presented to prospective bidders in the form of bid addenda. We have budgeted a total of 18 professional labor hours (6 for the project manager and 12 for the design team lead) to assist the City in the preparation of 2 addenda. We also have included in our labor estimate a total of 24 hours by our project engineer for drafting revisions to plans or preparing additional details.

Task 10.3 – Review Bid Results

The City will receive all the bids from prospective bidders and prepare a bid summary. We will review the bid summary prepared by the City and provide the City with comments and input on the apparent low bidder before making a selection.

TASK 11 – CONSTRUCTION SUPPORT SERVICES – YEAR 1 PROJECT AREA

We propose to assist the City during construction of the Year 1 project area according to the following tasks:

Task 11.1 – Attend Pre-Construction Meeting

The City will organize and coordinate the mandatory pre-construction meeting date and time with the selected contractor. Our project manager and design team lead will attend the mandatory pre-construction meeting to outline protocols that will ensure the project is completed according to the Bid Documents.

Task 11.2 – Review Contractor Submittals

We anticipate contractor submittals will be received by the City and we will only review a total of 20 specific submittals. For this task we have budgeted labor hours for our project manager and design team lead to respond to the submittals sent to us for review and comment. We will review the submittals sent to us by the City and respond according to the format and protocols agreed during the pre-construction meeting.

Task 11.3 – Responses to Contractor Generated RFIs

The Contractor generated RFIs on this project will be received by the City and those that require the input from NV5 will be sent electronically for immediate response. We anticipate the City will forward to NV5 a total of 10 RFIs. We have budgeted a total of 20 professional labor hours (project manager - 4 and design team lead- 16) to prepare responses to the RFIs requiring input

from NV5. We also have included in our labor estimate a total of 16 hours by our project engineer for preparing additional sketches or details.

Task 11.4 – Assistance with Change Orders

If unanticipated conditions are encountered in the field requiring revisions to the design or other revisions to the plans are necessary, a Construction Change Order may be required. We will assist the City in preparing three construction change orders for this project. We have budgeted 30 professional labor hours (project manager - 6 and project engineer - 24) to prepare construction change orders. We also have included in our labor estimate a total of 24 hours for drafting revisions to plans and/or additional details.

Task 11.5 – Site Visits

In the event our presence is required at the construction site, we have budgeted labor hours to attend three (3) site visits by our design team lead for inspection of specialty items.

Task 11.6 – Record Drawings

We will receive red line plans from the City's Public Works Inspector and the Contractor to prepare the Record Drawings depicting all the changes to the original Final plans during construction. The Record Drawings will be prepared in an acceptable format and submitted to the City on reproducible Mylar. An electronic copy of all the plans will be provided to the City on a CD in AutoCAD DWG 2010 format.

EXHIBIT "B"

CITY OF FAIRFIELD PROFESSIONAL CONSULTANT SERVICES FOR MIDTOWN SEWER MAIN REPLACEMENT PROJECT

FEE ESTIMATE August 26, 2015

The following is the estimated fee for Consultant to complete the tasks outlined in the Scope of Services:

Task 1 – Project Management	\$32,000
Task 2 – Field Survey, Mapping, and Potholing	\$104,010
Task 3 – Geotechnical Reconnaissance	\$51,237
Task 4 – Utility Coordination	\$8,945
Task 5 – Sewer Main Condition Assessment	\$32,928
Task 6 – Replacement Alternatives/Development/Evaluation	\$12,304
Task 7 – Preliminary Design Report	\$25,832
Task 8 – Funding Assistance	\$18,052
Task 9 – Bid Documents – Year 1 Area	\$92,256
Task 10 – Bid Period Services – Year 1 Area	\$7,180
Task 11 – Construction Support Services – Year 1 Area	<u>\$33,236</u>
TOTAL	\$417,980

EXHIBIT "C"

CITY OF FAIRFIELD PROFESSIONAL CONSULTANT SERVICES FOR MIDTOWN SEWER MAIN REPLACEMENT PROJECT

CHARGE RATE SCHEDULE August 26, 2015

Office:

Technical Services

Project Assistant.....	\$96.00/hour
CADD Technician.....	\$110.00/hour

Professional

Junior Engineer	\$96.00/hour
Assistant Engineer	\$110.00/hour
Senior Engineer.....	\$150.00/hour
Project Manager	\$200.00/hour
Survey Manager.....	\$200.00/hour
Public Outreach Coordinator	\$170.00/hour
Peer Reviewer.....	\$220.00/hour
Principal.....	\$220.00/hour

Field:

Surveying

2-Person Survey Crew.....	\$280.00/hour
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Expenses:

Other Expenses - Including Subconsultants & Purchased Services through Subcontracts .. 1.05 x Cost

Rates are effective through December 31, 2016. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.